

RAILWAY SECRETARIAT.

No. R. S. 487, dated 4th September 1924.

Under Section 56 (2) (b) of the Mysore Railways Regulation, No. IV of 1894, the Government of His Highness the Maharaja of Mysore are pleased to approve the use of the accompanying Revised Risk Note Forms A, B, D, G and H referred to in Railway Board's Resolution No. 488-T., dated 10th July 1924, (reproduced below) in supersession of the Forms at present in use on the Mysore Railways with effect from the 1st October 1924.

By Order,
C. DOVE-WILSON,
Secretary for Railways,
Government of Mysore.

No. 488-T.

GOVERNMENT OF INDIA.

RAILWAY DEPARTMENT.

TRAFFIC.

Dated Simla, 10th July 1924.

RESOLUTION.

Revised Risk Note Forms A, B, D, G & H.

In the Circulars issued by the Government of India, Public Works Department, No. 1-Ry., dated the 9th March 1898, and No. VII-Ry., dated 12th March, 1900, and the 23rd December, 1902, sanction was accorded to the adoption by Railway Administrations of Risk Note Forms A, B, C, D, E, F, G, H, X and Y.

2. Subsequently it was represented that Railway Administrations should undertake a greater measure of responsibility in the case of consignments carried by them at "special reduced" or "owner's risk" rates than was entailed under the existing Risk Note Forms, and, the Government of India having agreed with that contention, Risk Note Forms B. & H. were revised after consultation with the Indian Railway Conference Association and notified in the Government of India, Department of Commerce and Industry, Resolution No. 1836-1850-Railways, dated the 27th February 1907.

3. In October 1908, the Secretary, Indian Railway Conference Association, applied for revision of Risk Note Forms D. & G. in conformity with the alterations made in Risk Note Forms B. & H. and the revised Forms D. & G. were approved in the Government of India, Railway Department (Railway Board). Resolution No. 464-R.T., dated the 10th March 1909.

4. Representations regarding further revision of Risk Note Forms B. & H. continued to be received and on the 9th March 1922, a Resolution, was adopted by the Legislative Assembly for the appointment of a Committee to consider the question of the revision of Railway Risk Notes. A Committee was accordingly appointed which, after obtaining the views of local Governments, Railways, Chambers of Commerce and other public bodies, recommended the adoption of revised Risk Note Forms A, B, D, G & H, which, as further amended by the Government of India, in consultation with their legal adviser, are appended to this Resolution.

5. The Governor-General in Council is pleased to approve, under section 72, sub-section (2), clause (b), of the Indian Railways Act, 1890 (IX of 1890), the use of the Forms A, B, D, G & H, appended to this Resolution, in supersession of the Forms at present in use, by Railway Administrations working Railways to which the Indian Railways Act, 1890 (IX of 1890), applies, with effect from the 1st October 1924.

6. In the case of Railways in Indian States to which the provisions of the Indian Railways Act, 1890 (IX of 1890), have been, or may in future be, applied, the Governor-General in Council is also pleased to approve the use of these forms from the 1st October 1924, or from any later date on which the Indian Railways Act may be applied.

ORDER—Ordered that a copy of this Resolution and of its enclosures be communicated to the local Governments and Administrations and officers noted below, for information and guidance; to the Government of Madras, Public Works Department, the Government of Burma, Commerce and Industry Department, the Government of the Central Provinces, Public Works Department, the Hon'ble the Agent to the Governor-General in Rajputana and Chief Commissioner of Ajmer-Merwara, the Hon'ble the Agent to the Governor-General in Central India, the Hon'ble the Agent to the Governor-General and Chief Commissioner in Baluchistan, the Hon'ble the Chief Commissioner and Agent to the Governor-General in the North West Frontier Province, the Chief Commissioner, Delhi, and to the Foreign and Political, the Commerce and the Army Departments, for information.

Ordered, also, that the Resolution and the accompanying Forms be published in Part I of the "Gazette of India," and that they be reproduced in local Government Gazettes.

P. H. MAPLIN,
Secretary, Railway Board.

Documents accompanying:—Revised Risk Note Forms A, B, D, G & H.
 The Government of Bombay,—Public Works Department.
 The Government of Bengal, Railway and Marine Departments.
 The Chief Secretary to the Government of the Punjab.
 The Governments of the United Provinces, Bihar and Orissa and Assam, Public Works Department.
 The Hon'ble the Resident at Hyderabad.
 The Hon'ble the Resident in Mysore.
 The Secretary, Indian Railway Conference Association.
 The Agents, Assam Bengal, Barsi Light, Bengal and North Western, Bengal Nagpur, Bombay Baroda and Central India, Burma, East Indian, Eastern Bengal, Great Indian Peninsula, Madras and Southern Mahratta, North Western, Oudh and Rohilkhand, Rohilkund and Kumaon and South Indian Railways.
 The Managing Agents, Ahmedpur-Katwa, Bankura-Damodar River, Burdwan-Katwa, Kalighat-Falta and Jessore-Jhenidah Light Railways.
 The Managing Agents, Arakan Light and Fatwah Islampur Railways.
 The Agent and Chief Engineer, His Exalted Highness the Nizam's Guaranteed State Railway.
 The Managers and Engineers-in-Chief, Baroda State, Bengal Dooars, Cutch State, Gondal, Jamnagar and Dwarka Junagad State, Morvi and Porbandar Railways.
 The Managers, Bhavnagar State, Dhulpur-Bari, Jodhpur-Bikaner and Udaipur-Chitorgarh Railways.
 The Member for Trade, Customs and Excise, Gwalior Darbar.
 The Chairman, Madras Port Trust.

RISK NOTE FORM "A."

[Approved by the Governor-General in Council under Section 72 (2) (b) of the Indian Railways Act, IX of 1890.]

(To be used when articles are tendered for carriage which are either already in bad condition or so defectively packed as to be liable to damage, leakage or wastage in transit).

.....STATION.
192

WHEREAS the consignment of.....tendered by $\frac{me}{us}$ as per Forwarding Order No.....of this date, for despatch by the.....Railway Administration to.....station, and for which $\frac{I}{we}$ have received Railway Receipt No.....of same date, is in bad condition ^{and} _{or} liable to damage, leakage or wastage in transit as follows:—

$\frac{I}{we}$, the undersigned, do hereby agree and undertake to hold the said Railway Administration over whose Railway the said goods may be carried in transit from.....station to.....station harmless and free from all responsibility for the condition in which the aforesaid goods may be delivered to the consignee at destination and for any loss arising from the same except upon proof that such loss arose from misconduct on the part of the Railway Administration's servants.

This agreement shall be deemed to be made separately with all Railway Administrations or transport agents or other persons who shall be carriers for any portion of the transit.

WITNESS		Signature of sender.....	
(Signature).....	Rank or	Father's name.....	
(Residence).....		Caste.....	Age.....
WITNESS.		(Profession).....	
(Signature).....		(Residence).....	
(Residence).....			

NOTE.—The above Form is, for the convenience of the public, translated into the vernacular on the reverse, but the Form in English is the authoritative Form, and the Railway Administration accepts no responsibility for the correctness of the vernacular translation.

RISK NOTE FORM "B."

[Approved by the Governor-General in Council under Section 72 (2) (b) of the Indian Railways Act, IX of 1890.]

(To be used when the sender elects to despatch at a "special reduced" or "owner's risk," rate, articles or animals for which an alternative "ordinary" or "risk acceptance" rate is quoted in the Tariff.

.....STATION.
192

WHEREAS the consignment of.....tendered by $\frac{me}{us}$ as per Forwarding Order No.....of this date, for despatch by the.....Railway Administration to.....station and for which $\frac{I}{we}$ have received Railway Receipt No.....of same date, is charged at a special reduced rate instead of at the ordinary tariff rate chargeable, for such consignment, $\frac{I}{we}$ the undersigned, do, in consideration of such lower charge, agree and undertake to hold the said Railway Administration harmless and free from all responsibility for any loss, destruction or deterioration of, or damage to, the said consignment from any cause whatever except upon proof that such loss, destruction, deterioration or damage arose from the misconduct of the Railway Administration's servants; provided that in the following cases:—

- (a) Non-delivery of the whole of the said consignment or of the whole of one or more packages forming part of the said consignment packed in accordance with the instructions laid down in the Tariff or, where there are no such instructions, protected otherwise than by paper or other packing readily removable by hand and fully addressed, where such non-delivery is not due to accidents to trains or to fire,
- (b) Pilferage from a package or packages forming part of the said consignment properly packed as in (a), when such pilferage is pointed out to the servants of the Railway Administration on or before delivery,

the Railway Administration shall be bound to disclose to the consignor how the consignment was dealt with throughout the time it was in its possession or control and, if necessary, to give evidence thereof before the consignor is called upon to prove misconduct, but, if misconduct on the part of the Railway Administration or its servants cannot be fairly inferred from such evidence, the burden of proving such misconduct shall lie upon the consignor.

This agreement shall be deemed to be made separately with all Railway Administrations or transport agents or other persons who shall be carriers for any portion of the transit.

WITNESS.		Signature of sender.....
(Signature).....	Rank or	Father's name.....
(Residence).....		Caste.....Age.....
WITNESS.		
(Signature).....	(Profession).....	
(Residence).....	(Residence).....	

NOTE.—The above Form is, for the convenience of the public, translated into the vernacular on the reverse, but the Form in English is the authoritative Form, and the Railway Administration accepts no responsibility for the correctness of the vernacular translation.

(To be filled in by Booking Clerk).

Description of packing.....

Booking Clerk.

Date.....

RISK NOTE FORM "D."

[Approved by the Governor-General in Council under Section 72(2) (b) of the Indian Railways Act, IX of 1890.]

(To be used when the sender elects to despatch at a "special reduced" or "owner's risk" rate dangerous, explosive or combustible articles for which an alternative "ordinary" or "risk acceptance" rate is quoted in the Tariff.)

STATION.

192

WHEREAS the consignment of.....

.....tendered by $\frac{me}{us}$ as per Forwarding Order No.....of this date, for despatch by the.....Railway Administration to.....station, and for which $\frac{I}{we}$ have received Railway Receipt No.....of same date, is charged at a special reduced rate instead of at the ordinary tariff rate chargeable for such consignments, $\frac{I}{we}$ the undersigned, do, in consideration of such lower charge, agree and undertake to hold the said Railway Administration harmless and free from all responsibility for any loss, destruction or deterioration of, or damage to, the said consignment from any cause whatever except upon proof that such loss, destruction, deterioration or damage arose from the misconduct of the Railway Administration's servants; provided that in the following cases:—

- (a) Non-delivery of the whole of the said consignment or of the whole of one or more packages forming part of the said consignment packed in accordance with the rules and regulations for the time being in force for the packing of dangerous

(b) Pilferage from a package or packages forming part of the said consignment properly packed as in (a); when such pilferage is pointed out to the servants of the Railway Administration on or before delivery, the Railway Administration shall be bound to disclose to the consignor how the consignment was dealt with throughout the time it was in its possession or control and, if necessary, to give evidence thereof before the consignor is called upon to prove misconduct, but, if misconduct on the part of the Railway Administration or its servants cannot be fairly inferred from such evidence, the burden of proving such misconduct shall lie upon the consignor.

We further agree to accept responsibility for any consequences to the property of the aforesaid Railway Administration, or to the property of other persons that may be in the course of conveyance, which may be caused by the explosion of, or otherwise by, the said consignment, and that all risk and responsibility whether to the Railway Administration, to their servants, or to others, remain solely and entirely with ^{me}_{us}.

This agreement shall be deemed to be made separately with all Railway Administrations or transport agents or other persons who shall be carriers for any portion of the transit.

Signature of sender..... Profession.....

Rank or Father's name.....
Caste..... Age..... Residence.....

WITNESS..... WITNESS.....

(Signature)..... (Signature).....

(Address)..... (Address).....

NOTE.—The above Form is, for the convenience of the public, translated into the vernacular on the reverse, but the Form in English is the authoritative Form, and the Railway Administration accepts no responsibility for the correctness of the vernacular translation.

(To be filled up by Goods Clerk.)

Particulars of packing..... Goods Clerk.....

Date.....

RISK NOTE FORM "G."

[Approved by the Governor-General in Council under Section 72 (2) (b) of the Indian Railways Act, IX of 1890.]

(To be used as an alternative to Risk Note Form D, in the case of dangerous, explosive or combustible articles, for which an alternative "ordinary" or "risk acceptance" rate is quoted in the Tariff, when the sender desires to enter into a general agreement instead of executing a separate risk note for each consignment.)

STATION.....

192.....

WHEREAS all consignments of.....

for which the Railway Administration quotes both owner's risk or special reduced rates and railway risk or ordinary rates are (unless ^I_{we} shall have entered into a special contract in relation to any particular consignment), despatched by ^{me}_{us} at ^{my}_{our} own risk and are charged for by the said Railway Administration at special reduced or owner's risk rates, instead of at ordinary tariff or railway risk rates, ^{we} the undersigned, in consideration of such consignments being charged for at the special reduced or owner's risk rates, do hereby agree and undertake to hold the said Railway Administration harmless and free from all responsibility for any loss, destruction or deterioration of, or damage to, all or any of such consignments from any cause whatever except upon proof that such loss, destruction, deterioration or damage arose from the misconduct of the Railway Administration's servants; provided that in the following cases:—

(a) Non-delivery of the whole of a consignment or of the whole of one or more packages forming part of a consignment packed in accordance with the rules and regulations for the time being in force for the packing of dangerous, explosive or combustible articles, where such non-delivery is not due to accidents to trains or to fire,

(b) Pilferage from a package or packages forming part of a consignment properly packed as in (a), when such pilferage is pointed out to the servants of the Railway Administration on or before delivery, the Railway Administration shall be bound to disclose to the consignor how the consignment was dealt with throughout the time it was in its possession or control and, if necessary, to give evidence thereof before the consignor is called upon to prove misconduct, but, if misconduct on the part of the Railway Administration or its servants cannot be fairly inferred from

I ^{me}/_{we} further agree to accept responsibility for any consequences to the property of the aforesaid Railway Administration, or to the property of other persons that may be in the course of conveyance, which may be caused by the explosion of, or otherwise by, all or any of the said consignments, and that all risk and responsibility, whether to the Railway Administration, to their servants or to others, remain solely and entirely with ^{me}/_{us}.

This agreement shall be deemed to be made separately with all Railway Administrations or transport agents or other persons who shall be carriers for any portion of the transit.

Signature of sender..... Profession.....

Rank or

Father's name.....

Caste..... Age..... Residence.....

WITNESS.

WITNESS.

(Signature)..... (Signature).....

(Residence)..... (Residence).....

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RISK NOTE FORM "H."

[Approved by the Governor-General in Council under Section 72. (2) (b) of the Indian Railways Act, IX of 1890.]

(To be used as an alternative to Risk Note Form B, when the sender desires to enter into a general agreement instead of executing a separate Risk Note for each consignment.)

.....STATION.

.....192

WHEREAS all consignments of articles or animals for which the... Railway Administration quotes both owner's risk or special reduced rates and railway risk or ordinary rates are (unless ^I/_{we} shall have entered into a special contract in relation to any particular consignment) despatched by ^{me}/_{us} at ^{my}/_{our} own risk and are charged for by the..... Railway Administration at special reduced or owner's risk rates instead of at ordinary tariff or railway risk rates, ^I/_{we}, the undersigned, in consideration of such consignments being charged for at the special reduced or owner's risk rates, do hereby agree and undertake to hold the said Railway Administration harmless and free from all responsibility for any loss, destruction or deterioration of, or damage to, all or any of such consignments from any cause whatever, except upon proof that such loss, destruction, deterioration or damage arose from the misconduct of the Railway Administration's servants; provided that in the following cases:—

- (a) Non-delivery of the whole of a consignment or of the whole of one or more packages forming part of a consignment packed in accordance with the instructions laid down in the Tariff or, where there no such instructions, protected otherwise than by paper or other packing readily removable by hand and fully addressed, where such non-delivery is not due to accidents to trains or to fire,
- (b) Pilferage from a package or packages forming part of a consignment properly packed as in (a), when such pilferage is pointed out to the servants of the Railway Administration on or before delivery,

the Railway Administration shall be bound to disclose to the consignor how the consignment was dealt with throughout the time it was in its possession or control and, if necessary, to give evidence thereof before the consignor is called upon to prove misconduct, but, if misconduct on the part of the Railway Administration or its servants cannot be fairly inferred from such evidence, the burden of proving such misconduct shall lie upon the consignor.

This agreement shall be deemed to be made separately with all Railway Administrations or transport agents or other persons who shall be carriers for any portion of the transit.

WITNESS.

Signature of sender.....

(Signature).....

Rank or

Father's name.....

(Residence).....

Caste..... Age.....

WITNESS.

(Signature).....

(Profession).....

(Residence).....

(Residence).....

NOTE.—The above Form is, for the convenience of the public, translated into the vernacular on the reverse, but the Form in English is the authoritative Form, and the Railway Administration accepts no responsibility for the correctness of the vernacular translation.